ALLAN STRATMAN, President,
TWO CROW LAND & CATTLE CO.
AND WILLIAM ROW, JR.,
Manager, TWO CROW RANCH
CORPORATION,
Appellants

v.

BUREAU OF LAND MANAGEMENT,
Respondent

WILLIAM HARRIS,
Intervenor

IBLA 77-42 Decided May 31, 1977

Appeal from a decision of Administrative Law Judge John R. Rampton, Jr., dismissing an appeal from decisions rejecting applications for transfer of grazing privileges. M-6-75-1.

Affirmed.

1. Grazing Permits and Licenses: Generally

An agreement between the BLM, a State Cooperative State Grazing District, and an individual permittee allocating a share of the federal range for which base properties are qualified does not create a vested right to grazing privileges in the licensee or permittee, but the grazing privileges remain subject to the Federal Range Code.

2. Grazing Permits and Licenses: Generally ! ! Grazing Privileges: Base Property (Land): Ownership and Control ! ! Grazing Privileges: Base Property (Land): Transfers

Where an agreement with State agencies and the BLM is made subject to all the provisions of the Federal Range Code, the

provisions of the Range Code pertaining to the transfer of range privileges and loss of base property are controlling.

3. Grazing Permits and Licenses: Generally

Where the base property to which grazing privileges are attached is National Wildlife Range administered by the U.S. Fish and Wildlife Service, which leases the property through cooperative farming agreements to private individuals for farming, FWS's determination of who is its lessee must be accepted by the BLM.

4. Grazing Permits and Licenses: Generally

The issuance of a grazing license for the next grazing year to a new lessee for lands in a National Wildlife Range administered by the United States Fish and Wildlife Service is not premature when the FWS has stated that the existing lease has been terminated and a new one for the next year issued to the new licensee.

5. Grazing Permits and Licenses: Base Property (Land): Ownership and Control ! ! Grazing Permits and Privileges: Base Property (Land): Transfers

Under 43 CFR 4115.2-1(e)(8) loss of base property results in the termination of grazing privileges based thereon so that thereafter it is not possible to obtain the transfer of the privileges to other property owned by the licensee.

6. Grazing Permits and Licenses: Generally

The issuance of a grazing license to an applicant who controls base property, to which grazing privileges have been historically attached, and who can demonstrate that he has a year round operation, is not arbitrary or capricious.

7. Grazing Permits and Licenses: Base Property (Land): Transfers

Where an applicant for a transfer of grazing privileges attached to base property is not a lessee without whose own operations the qualifications of the base property would not have been established, the consent of the owner of the property is required and where the United States Fish and Wildlife Service owns or controls the base properties, its consent is required.

8. Grazing Permits and Licenses: Base Property (Land): Generally

Land within a National Wildlife Range administered by the United States Fish and Wildlife Service and leased to individuals through a cooperative farming agreement is privately controlled land within the meaning of the pertinent regulations and qualifies base property.

APPEARANCES: Ward Swanser, Esq., Moulton, Bellingham, Longo & Mather, Billings, Montana, for appellants; Richard K. Aldrich, Esq., Office of the Solicitor, U.S. Department of the Interior, Billings, Montana, for respondent; Maurice R. Colberg, Jr., Esq., Hibbs, Sweeney & Colberg, Billings, Montana, for intervenor.

OPINION BY ADMINISTRATIVE JUDGE RITVO

Allan Stratman, President of the Two Crow Land & Cattle Co., and William Row, Jr., Manager of the Two Crow Ranch Corporation, appeal from a decision of Administrative Law Judge John R. Rampton, Jr., dated September 29, 1976, which affirmed decisions of the Lewistown District Manager, Bureau of Land Management, rejecting appellants' respective applications to transfer grazing privileges from Fish and Wildlife Service lands to lands owned by them and dismissed their appeals.

Following the example set by Judge Rampton, we will refer to Allan Stratman and Two Crow Land & Cattle Company collectively as "Stratman"; William Row, Jr. and Two Crow Ranch Corporation as "Row"; Bureau of Land Management as "BLM"; United States Fish and Wildlife Service as "USFWS"; and intervenor, William Harris, as "Harris."

The Judge concluded that the denial of the applications for transfer from Stratman and Row was proper because Stratman was not at any time qualified to transfer privileges from base property which he had never controlled, and Row had lost control of the base property prior to his application for transfer of the privileges. Also, Row's transfer application was incomplete because he had not obtained the signature of the owner of the base property.

[1-8] The facts, as set forth in the Judge's decision, are not in dispute. After considering the entire case record, we find that his decision properly resolved the issues and we therefore adopt it. We attach a copy of it hereto as Appendix A. 1/

As the Judge set out the factual situation of the case in considerable detail, we see no reason to repeat the facts here. In our opinion, he also correctly disposed of the arguments advanced by appellants in support of their appeals to him.

Appellants' contentions and arguments in their appeal to this Board are substantially the same as those contained in their appeal to the Administrative Law Judge. Therefore, since we agree with and have adopted the Judge's opinion, we only add the following comments with reference to certain contentions raised by appellants.

Appellants are under the impression that a grazing permit based upon land once controlled by a livestock operator is a personal right and, when he loses ownership or control of the base property, he should be granted the right to transfer those privileges to other property owned or controlled by him. Such is not the case. A grazing license is not a personal right. When a livestock operator loses control of the property upon which a license is based, the grazing privilege qualification transfers to the new owner or lessee if he is otherwise qualified. Stuart and Meerscheidt, IGD 82 (1938), 43 CFR 4115.2-2(a).

Regulation 43 CFR 4115.2-1(e)(8)(i) provides that if a licensee or permittee loses ownership or control of all or part of his base property, "the license or permit, to the extent it was based upon such lost property, shall terminate immediately without further

1/ Subject to the following typographical corrections: Page 4, the penultimate word in the second line of quoted paragraph 1 should be "in" instead of "and"; page 6, the correct citation in the seventeenth line of the third paragraph is "4115.2-2(b)(3)" instead of "4115.2-2(a)(3);" and on page 10, the correct citation in the seventh line of the penultimate paragraph is "43 CFR 4115.2-1(e)(8)(i)" instead of "43 CFR 4115.2-1(a)(8)(i)."

notice from the District Manager * * *." 2/ See Charles Stewart, 26 IBLA 160 (1976); W. N. and Ella C. Preas, IGD 514 (1948). The regulation mandates the automatic termination of a license or permit to the extent it is based upon ownership or control of property which is lost. Therefore, Row, who controlled the USFWS base property through a one!year cooperative farming agreement dated April 1, 1974, had lost his control over that property prior to the 1975 grazing season, and was not qualified to transfer privileges from that property. By the same token, Stratman, to whom Row attempted to convey the property in July 1974, was not qualified to transfer those grazing privileges because he had never gained control of the property. In the first place, Article I of the General Conditions of the Cooperative Farming Agreement issued to Row by USFWS in 1974 (Appellants' Ex. 1) provides "This agreement IS NOT transferrable." Secondly, Stratman never attempted to obtain a Cooperative Farming Agreement with USFWS even though BLM had informed him that he would obtain the privileges for the 134 head of cattle if he obtained such an agreement with USFWS.

On January 10, 1975, USFWS issued a Cooperative Farming Agreement to Harris for the base property. As he then controlled the base property and because he was found by BLM to meet the qualifications for a grazing permit, the permit was properly issued to him.

Appellants contend that the BLM operated unlawfully and illegally by granting these range privileges to Harris before they had an opportunity to exhaust their right to appeal the decision of BLM. On December 5, 1974, BLM notified Stratman that his grazing application for 1975 was approved except for a reduction of 134 cattle attached to the USFWS lands; that if he obtained a cooperative farming agreement from USFWS he would then be granted the privileges for the 134 cattle; and if someone else obtains the farming agreement, and makes a qualified application, that party would be granted the grazing privileges. Stratman, thereafter, took no action to obtain a farming agreement from USFWS.

After being notified by USFWS that it had issued a farming agreement to Harris, BLM notified Stratman on January 21, 1975, that his grazing privileges were reduced by 134 cattle because of the loss of the base property. Stratman never appealed this decision. See 43 CFR 4115.1-1(b). Instead, on February 13, 1975, he filed his application to transfer the privileges to other property owned by him. The application for transfer was rejected by BLM on February 26, 1975. Row subsequently filed his transfer application, which was rejected by BLM on March 17, 1975. The USFWS has never agreed to the

2/ Contains an exception, which is not applicable here.

transfer of the grazing privileges from the base property. Since the application for transfer must be denied the question of whether Harris' license was prematurely issued is moot.

Therefore, pursuant to the authority delegated to the Board of Land Appeals by the Secretary of the Interior, 43 CFR 4.1, the decision appealed from is affirmed.

Martin Ritvo
Administrative Judge

We concur:

Joseph W. Goss
Administrative Judge

Frederick Fishman
Administrative Judge

APPENDIX A

September 29, 1976

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| ALLAN STRATMAN, President<br>TWO CROW LAND & CATTLE CO.<br>and WILLIAM ROW, JR.,<br>Manager, TWO CROW RANCH<br>CORPORATION,<br><br>Appellants<br><br>v.<br><br>BUREAU OF LAND MANAGEMENT,<br><br>Respondent<br><br>WILLIAM HARRIS,<br><br>Intervenor | :<br>:<br>:<br>:<br>:<br>:<br>:<br>:<br>:<br>:<br>:<br>:<br>:<br>:<br>:<br>:<br>: | MONTANA 6 ! 75 ! 1<br><br>Appeal from District<br>Manager's Decisions dated<br>February 26 and March 17,<br>1975, Lewiston District. |

DECISION

Appearances: Ward Swanser, Esq., Moulton, Bellingham, Longo & Mather, Billings, Montana, for Appellants;

Richard K. Aldrich, Esq., Office of the Solicitor, U.S. Department of the Interior, Billings, Montana, for Respondent;

Maurice R. Colberg, Jr., Esq., Hibbs, Sweeney & Colberg, Billings, Montana, for Intervenor.

Before: Administrative Law Judge Rampton.

Pursuant to the provisions of Section 9 of the Taylor Grazing Act, as amended, 48 Stat. 1273, 43 U.S.C. § 315h, the appellants are appealing decisions of the Bureau of Land Management

District Manager, Lewistown District, denying them the right to transfer grazing privileges from Fish and Wildlife Service land to land owned by the corporations.

A hearing was held on November 3, 1975. Briefs were filed by each party and the final brief was received on April 2, 1976.

For convenience in this decision, Allan Stratman and Two Crow Land and Cattle Company will be referred to as "Stratman"; William Row, Jr., and Two Crow Ranch Corporation collectively as "Row"; Bureau of Land Management as "BLM"; United States Fish and Wildlife Service as "USFWS"; and intervenor, William Harris, as "Harris."

## Findings and Conclusions

There is little dispute concerning the facts of this proceeding. Row has controlled base properties to which Taylor Grazing privileges were attached. The control of the base properties was pursuant to a cooperative farming agreement from the USFWS. Row did not establish the priority, but was a successor in interest to the individual who first established the priority for grazing privileges upon the base properties.

In July of 1974, Stratman bought the Two Crow Ranch Corporation, together with all grazing rights and privileges that the Corporation owned in the Chain Buttes Cooperative State Grazing District. All of the interest in and to the base properties and privileges and other lands were transferred from Row to Stratman.

On October 7, 1974, Stratman made a long ! form application for all of the privileges attached to the base properties transferred to him from Row. Stratman's application was presented to the District Advisory Board at their regular meeting December 3, 1974. The Advisory Board recommended approval of Stratman's grazing application except for the privileges attached to the USFWS lands leased by Row, a total of 134 cattle from May 1 to October 31.

The Advisory Board additionally recommended that should Stratman receive the farming agreement, the privileges should be issued to him, and should someone else receive the farming agreement and make a qualified application, then that person should receive the grazing license.

On January 10, 1975, USFWS issued a cooperative farming agreement for the base properties to William Harris and advised

Stratman that this was its decision. Copies of the USFWS decision were sent to BLM. Based upon the decision of the USFWS, BLM reduced Stratman's privileges due to the loss of base properties and held the remaining privileges in abeyance pending receipt of the application from Harris. On February 13, Stratman filed an application for transfer of privileges from USFWS base properties to other lands. On February 18, William Harris filed an application and the BLM issued the privileges to him on April 15, 1975. On March 11, 1975, Row filed an application for transfer of privileges from the cooperative farming agreement base properties to other lands. The District Manager rejected Stratman's application on February 26, and Row's application on March 17. Stratman's application was rejected for the reason that Stratman had failed to demonstrate ownership or control of the base properties. Row's application was denied for the reason that Row had lost control of the base properties.

The general issue for determination is whether the BLM abused its discretion and acted arbitrarily and capriciously in denying the transfer of the grazing privileges to Stratman or Row.

To fully understand the issue, it is necessary to review some of the historical background leading to the District Manager's decisions.

The base property relied upon by row and Stratman to support their application for the grazing privileges was originally Corps of Engineer property which was leased to the USFWS. This agency has been administering these lands by issuing cooperative farming agreements in the Chain Buttes area. In 1966, appeals were filed concerning various rights of permittees' grazing privileges in the Chain Buttes area. One of the issues raised was whether the USFWS lands could qualify as base property.

In order to resolve a conflict and agree on the respective grazing privileges of the parties, agreements were entered into in December of 1966 between the District Manager of the BLM, Chain Buttes Cooperative Grazing District, and the individual members of the Chain Buttes Cooperative State Grazing District. The agreement was for the purpose of adjusting, compromising, and allocating the Federal range rights. One of the members of the District and a predecessor in interest of both Stratman and Row was Ven Savage, who received all of the grazing privileges, including 134 animal units in issue in this appeal. The USFWS was not a party to that agreement, although at that time, questions had been raised as to the legality of lands administered by them qualifying as base property. In a memorandum

dated June 18, 1971, entered into between the BLM and the Montana Grass Conservation Commission, the State governmental agency administering state grazing districts, it was provided that in an effort to coordinate and administer the lands included within the individual state district, that cooperative agreements could be entered into with the local grazing districts and spell out the respective duties and relationships. On October 27, 1971, a cooperative agreement was entered into between the Lewistown District of the BLM and the Chain Buttes Cooperative State Grazing District, wherein it was provided that application for licensing and leasing lands in the District would go first to State District members or range users. It also provided that "all grazing permits or adjustments in grazing permits would be based on the adjudication dated December 1, 1966."

In essence, the appellants present the following arguments in support of their appeals.

1. The adjudication agreement dated December 1, 1966, vested the grazing privileges and land subsequently purchased by Row and Stratman and, therefore, they were authorized to transfer the privileges to other lands owned or controlled by them.

2. The action of the BLM violated the cooperative agreement between the BLM and the Chain Buttes Grazing District.

3. The BLM abrogated its responsibility to administer grazing privileges in accordance with the Federal Range Code, the adjudication agreement, and the cooperative agreement, by allowing the USFWS to determine who would receive the benefits of the grazing privileges.

4. The BLM was premature in granting the privileges to Harris because the application for transfer of rights should have been recognized by BLM.

5. The transfer of grazing privileges to Harris was improper, arbitrary, capricious and inequitable.

6. The consent of the USFWS is not required on the application for transfer to other lands.

7. The USFWS lands do not qualify as base property.

Although there is some overlapping of subissues in these arguments, they will be considered in the order in which they were presented.

1. Whether the grazing privileges vested by virtue of the December, 1966, agreement.

A careful examination of the December, 1966, agreement (Ex. 23) reveals that the purpose was to allot each individual member of the District a fair and equitable share of the Federal range for which his base properties are qualified. In it, I find no language which could be reasonably construed as permanently vesting in each range user the grazing privileges. I do find that the agreement settles numbers and seasons of grazing uses attached to certain base properties. As such, if a new operator obtains control of any base property and that operator is a qualified applicant, he would, under the terms of the agreement, be entitled to any attached Federal grazing range privileges.

2. Whether the cooperative agreement was violated by the BLM.

The appellants contend that any adjustment of the grazing privileges of Stratman must conform with the agreement of December 1, 1966 (Ex. 23), and that only the range users in the Chain Buttes Grazing District were entitled to the grazing privileges in that area. It is argued that, had there been any loss of rights of existing range users under the Range Code, these rights would have reverted to the Chain Buttes Grazing District Association and would have been distributed to the respective members in accordance with what rights they had.

I find no support for this argument in the language of the December 19, 1966, agreement. This agreement between the BLM, the Montana State Grass Commission, and the Chain Buttes District is supplemental to the Federal Range Code.

Paragraph 2 of the agreement states ". . . it is understood that the grazing privileges so authorized are subject to all provisions of the Federal Range Code for grazing districts (43 CFR 161) or subsequent amendments thereto . . . ." Therefore, by its own terms, it is obvious that the Federal regulations and the Federal law apply to Federal range within the agreement areas, and the provisions of the Range code controlling the transfer of range privileges and loss of base property are controlling.

3. Whether the BLM abrogated its responsibility to administer grazing privileges.

The notification to row by USFWS that his farming agreement on the Charles M. Russell National Wildlife Range was cancelled, and the issuance of a cooperative farming agreement for the base property to which the grazing privileges were attached to Harris were construed by the BLM as a loss of base property and were the bases for its decision from which the appeals were taken.

It was admitted by Larry L. Calvert, the Refuge Manager of the National Wildlife Range, that the decision to grant Harris the farming agreement was made without consulting either the BLM or the Chain Buttes Grazing District. The appellants argue then that Calvert was, in effect, granting privileges on Federal range that he had no authority to grant and that the BLM merely rubberstamped the action of the USFWS.

I see no significant distinction in this situation from the ordinary transaction where there is a transfer of base properties, with privileges attached, between private individuals. When base properties are sold and an application for transfer is made, the BLM must, in accordance with the Range Code: (1) determine if the applicant is engaged in the livestock business (43 CFR 4111.1-1); (2) determine the availability of base properties for proper use with their relative dependence upon Federal range, land and water conditions, and other factors affecting livestock operations in the area (4111.2-1); (3) determine that the control by the applicant of feed and forage is adequate with the authorized Federal range use to support his licensed or permitted livestock for a full year ! round operation (4115.2-1(e)(1)); and (4) determine if there is interference with the stability of livestock operations or proper range management or an adverse effect on the local economy (4115.2-2(a)(3)). If these conditions are found to exist, then a license will be granted to the applicant in due course. There has been no abrogation of responsibility by the District Manager where he has approved an application for transfer and granted a license to a qualified applicant.

It is not within the province of my jurisdiction to determine whether the termination of the Row agreement was improper. However, this agreement ended by its terms on March 31, 1975. The BLM grazing privileges for which the USFWS lands stood as base property did not begin until May 1, 1975, and unless the farming agreement was renewed, Harris could not properly be considered as controlling those base lands at the beginning of the grazing season on May 1, 1975.

4. Whether the action by BLM in granting privileges to Harris was premature.

On January 21, 1975, in a letter from Mr. Gibson to Mr. Stratman (Ex. 4), the BLM told Mr. Stratman that grazing privileges would be reduced by 134 head of cattle because the farming agreement was granted to Mr. Harris. The appellants contend that both Stratman and Row had a right to have a hearing and a determination made relative to transferring those privileges to other base property.

In the sequence of events, Stratman made a long ! form application for all of the privileges attached to the base properties allegedly transferred to him from Row on October 7, 1974. Stratman's application was presented to the District Advisory Board on December 3, 1974. No personal notice or invitation was sent to Stratman; however, the notice of the meeting was published in the Federal Register and in the Lewistown, Winnett, and Roundup papers and was open to anyone wishing to attend. At the meeting, the Advisory Board recommended approval of Stratman's application, except for the 134 cattle privileges attached to the USFWS lands. The Advisory Board further recommended that should Stratman receive the farming agreements, the privileges should be issued to him.

It would thus appear that the BLM was fully advised that USFWS would not issue a farming agreement to either Stratman or Row. The District Manager then advised the Advisory Board of the USFWS intention and the Advisory Board then made its recommendation.

No formal action was taken, however, until after January 10, 1975, when the USFWS issued the cooperative farming agreement for the base property to Harris. The application for transfer of privileges from Row to Stratman was not made until February 13, 1975, and the privileges were not issued to Harris until April 15, 1975. Under this sequence of events, I conclude that the action of the BLM in granting the grazing privileges to Harris was not premature.

5. Whether the transfer of grazing privileges to Harris was proper.

The appellants contend that this transfer to Harris was arbitrary, capricious, and inequitable. It is argued that Harris was not a qualified applicant under the Range Code; that the transfer violated the cooperative agreement with the Chain Buttes Grazing District; and that it was the belief of the

State District that if the Two Crow Ranch had sufficient other lands remaining which would qualify as base lands, the privileges should be transferred to those lands with the view to the protection of those livestock operations which are recognized as established and continuing and which normally involve substantial use of public range.

Irrespective of the belief of the Chain Buttes Grazing District, the BLM must make its own determination as to the qualification of an applicant for grazing privileges. When Harris made his application for privileges, he controlled under the cooperative farming agreement (Ex. 8) the USFWS property known as the Thompson Place which had historically been the base property for the BLM privileges. At that time, he was able to demonstrate to the BLM control over that property and an adequate year ! round cattle operation. During the year 1975 when Harris had control of the USFWS lands, he made substantial attempts to comply with the terms of the cooperative farming agreement and made fence improvements, excluded trespass cattle, tilled the soil and lived on the Thompson Place part time during the year.

I conclude that there was no abuse of discretion by the BLM, under the spirit and intent of the Federal Range Code, in recognizing Harris as a qualified applicant.

6. Whether the consent of USFWS is required for the application to transfer.

The appellants contend that no consent by the USFWS is required for the transfer of grazing privileges from lands controlled by it. However, in the case of BLM v. Allard Cattle Company, 5 IBLA 366, April 20, 1972, this question was presented to the Board of Land Appeals. In this case, USFWS purchased properties from the Allard Cattle Company in 1967. The purchase agreement allowed the Allards to occupy and use the properties for range purposes until July 1, 1969. In June of 1969, the Allards filed application to transfer and attached thereto the consent of the USFWS. The BLM rejected the application on the grounds that the USFWS consent was not sufficient. On Appeal, the hearing examiner reversed the District Manager and his decision was affirmed by the Board. However, the significance of this case is that it recognized the USFWS as the owner or controller of the base properties and that its consent to the transfer of privileges from USFWS lands was required. Pursuant to this decision, any application to transfer grazing privileges from base properties owned or controlled by USFWS must be accompanied by a consent signed by the USFWS.

7. Whether USFWS lands qualify as base property.

The appellants contend that USFWS lands do not qualify as base property because: (1) the farming agreement is cancelable without prior notice and, therefore, could not sustain a year ! round cattle operation; (2) the farming agreement excluded livestock use on the land and does not qualify as base property under Section 4110.0-5(j), which defines base property as property "used for the support of livestock . . ."; and (3) that Federally owned land cannot qualify as base property because it is not privately owned.

"Property" is defined in 43 CFR 4110.0-5(i):

> "Property" means privately owned or controlled land or water used in range livestock operations. (Emphasis added.)

"Base property" is defined at 43 CFR 4110.0-5(j):

> "Base property" means property used for the support of the livestock for which a grazing privilege is sought and on the basis of which the extent of the license or permit is computed.

The USFWS lands in this case are privately controlled by Harris. He leases the property from USFWS under the cooperative farming agreement. The fact that the property is leased from the Federal Government as opposed to an individual, business entity, or the State of Montana is immaterial when considering whether it is "privately controlled."

It is true that there are some restrictions as to cattle use on the USFWS lands leased to Harris. There are, however, approximately 1300 total acres of land in that property known as the Thompson Place. Of these total acres, there are only 156 acres of tillable or farm lands, and one ! half of these 156 acres are fenced. By practice, under both cooperative farming agreements and as specifically provided in the Harris agreement, cattle are prohibited from the fenced portions of the farm land but they are allowed on other portions of the Thompson Place. In addition, hay and alfalfa are raised on these fenced portions for the purpose of feeding cattle. Therefore, the fact that cattle are allowed to graze on the unfenced portion of the lands and that hay and alfalfa are raised on the fenced portion require the conclusion that the lands are "used for the support of livestock" within the terminology of the Federal regulations.

The fact that, historically, USFWS lands have been used as base property to support Federal grazing privileges is also an important factor in light of the objectives of the Taylor Grazing Act as defined in 43 CFR 4110.0-2, which provides:

> . . . In furtherance of these objectives, grazing privileges will be granted with a view to the protection of those livestock operations that are recognized as established and continuing and which normally involve the substantial use of the public range in a regular, continuing manner each year. . . .

In summary, I conclude that the action of the District Manager in denying the application for transfer from Stratman to Row was proper because Stratman was not at any time qualified to make an application for the transfer of privileges from base property which he had never controlled. Row had lost control of the base properties prior to his application for transfer of the privileges. (43 CFR 4115.2-1(a)(8)(i)) The application for transfer by Row was incomplete because he had not obtained the signature of the owner of the property. (43 CFR 4115.2-2(b)(3))

The intervenor, Harris, is a fully qualified applicant entitled to be granted the grazing privileges. Therefore, the decisions of the District Manager are affirmed and the appeals are dismissed.

John R. Rampton, Jr.
Administrative Law Judge